

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

LORRAINE J. ALAKSON,

Plaintiff,

Case No. 21-12596
Hon. Gershwin A. Drain

v.

SUMMIT PSYCHIATRIC SERVICES, P.L.C.
a professional limited liability company,

Defendant.

GASIOREK, MORGAN, GRECO, McCUALEY & KOTZIAN, P.C.	STARR, BUTLER, ALEXOPOULOS & STONER, PLLC
David A. Kotzian (P38308)	Joseph A. Starr (P47253)
Angela M. Mannarino (P72374)	Zeth D. Hearld (P79725)
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STIPULATED ORDER FOR APPROVAL OF SETTLEMENT AGREEMENT

WHEREAS, Plaintiff Lorraine J. Alakson (“Plaintiff”) filed this action (the “Lawsuit”) against Defendant Summit Psychiatric Services, P.L.C. (“Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”) alleging claims of failure to pay overtime wages under the Fair Labor Standards Act (“FLSA”).

WHEREAS, Defendant denies the allegations contained in the Lawsuit and any other alleged violation of law.

WHEREAS, the Parties have agreed upon a settlement amount and the material settlement terms and have executed a Settlement Agreement and Release.

WHEREAS, the Parties contend that judicial approval of the Parties' Settlement Agreement and Release is necessary in order to have an enforceable release of Plaintiff's FLSA claims. *See Lynn's Food Stores v. United States*, 679 F.2d 1350 (11th Cir. 1982); *see also Snook v. Valley Ob-Gyn Clinic, P.C.*, No. 14-CV-12302, 2015 WL 144400 at *1 (E.D. Mich. Jan. 12, 2015); *Toliver v. JBS Plainwell, Inc.*, No. 11-CV-302, 2015 WL 11254741 at *1 (W.D. Mich. May 13, 2015).

WHEREAS the Parties negotiated a confidentiality agreement as part of the Settlement Agreement and Release in consideration for the promises and covenants agreed to by the Parties, which requires the Parties to keep the terms, provisions, and amount of the settlement confidential.

WHEREAS, the Parties have agreed to submit the Settlement Agreement and Release to the Court for the Court's in camera review and approval.

WHEREAS, the Parties' Settlement Agreement and Release represents a reasonable compromise of Plaintiff's claims, which the parties recognize would otherwise require extensive litigation to determine. The Settlement Agreement was negotiated on behalf of the Parties by counsel experienced in employment claims, including under the FLSA. Both the Parties and their respective counsel agree that the Settlement Agreement and Release, as submitted, is in the best interest of both Parties. Further, the Settlement Agreement and Release fairly and reasonably compromises each Party's interests, benefits, and rights. *See Lynn's Food Stores, Inc.*, 679 F.2d at 1354; *Williams v. K&K Assisted Living, LLC*, 15-CV-11565, 2016 WL 319596 at *1 (E.D. Mich. Jan. 27, 2016); *Cruz v. Don Pancho Mkt., LLC*, No. 15-CV-698, 2016 WL 4505747 at *1 (W.D. Mich. Aug. 29, 2016); *Toliver*, 2015 WL 11254741 at *1.

WHEREAS, the Court, after having conducted an in camera review of the Settlement Agreement and Release and being satisfied that it is a fair and reasonable settlement of Plaintiff's claims, and the Court being otherwise fully advised in the premises.

IT IS HEREBY ORDERED that the Settlement Agreement and Release be and is approved, as submitted.

IT IS SO ORDERED.

Dated: 4/27/2022

s/Gershwin A. Drain

Hon. Gershwin A. Drain
U.S. District Court Judge

Approved as to form and substance:

/s/ Angela M. Mannarino (w/ consent)
Angela M. Mannarino (P72374)
Attorney for Plaintiff

/s/ Zeth D. Hearld
Joseph A. Starr (P47253)
Zeth D. Hearld (P79725)
Attorneys for Defendant